

HOWARD  
RICE  
NEMEROVSKI  
CANADY  
FALK  
& RABKIN

*A Professional Corporation*

October 4, 2005

Three Embarcadero Center  
Seventh Floor  
San Francisco, CA 94111-4024

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Facsimile 415.217.5910  
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Writer's Information:

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[sfrankel@howardrice.com](mailto:sfrankel@howardrice.com)

Honorable F. Dennis Saylor  
United States District Court  
For the District of Massachusetts  
595 Main Street  
Worcester, MA 01608

Re: *Hewlett-Packard Dev., L.P. v. ICL Network Solutions (HK), Ltd.*  
Case No. 05-cv-40153 (FDS)

Dear Judge Saylor:

On behalf of Plaintiffs, I am writing to follow up on the September 23, 2005 hearing before your Honor concerning Plaintiffs' application for a preliminary injunction. Consistent with my comments at the hearing, I am attaching slightly better version of the three invoices that were submitted to the Court as Exhibit 5 (the best quality copies we presently have in our files). We respectfully request that these copies be substituted in the Court's files for those I provided on September 23.

Very truly yours,



Simon J. Frankel

SJF/jc

cc: Louis Ciavarra  
Ann Lampert Hammitte

W03 100405-107980079/1244764/v1

FROM 2

FFX NO. 1

Jul. 01 2004 12:48AM P4

ICL NETWORK SOLUTIONS (HK), LIMITED

1801-1803 Klawick Centre  
32 Hollywood Road, Central Hong Kong  
Phone: (852) 2851 2272

Involve

Date	Number
6/30/2004	1023

**BILL TO**  
**THE COMP. LTD. LLC**  
**Attn: John Alvaro**  
**450 North Oak St.**  
**Inglewood CA 90302**  
**USA**

**Ship To**  
**THE COMP. LTD. LLC**  
**Attn: Jorge Alvarez**  
**480 North Oak St.**  
**Inglewood CA 90342**  
**USA**

P.O. NUMBER		TERMS	SHIP DATE	VIA	IN WORKS
0888718		TT IN ADVANCE	6/30/2004	FEDEX	Long Range
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT	
50	34888A	HP Presario 180084X 14.1" LCD Serial Nos: 18008413612000, 18008430022745, 18008420022747, 18008420022748, 18008430022749, 18008420022749, 18008420022750, 18008420022751, 18008420022752, 18008420022753, 18008420022754, 18008420022755, 18008420022756, 18008420022757, 18008420022758, 18008420022759, 18008420022760, 18008420022761, 18008420022762, 18008420022763, 18008420022764, 18008420022765, 18008420022766, 18008420022767, 18008420022768, 18008420022769, 18008420022770, 18008420022771, 18008420022772, 18008420022773, 18008420022774, 18008420022775, 18008420022776, 18008420022777, 18008420022778, 18008420022779, 18008420022780, 18008420022781, 18008420022782, 18008420022783, 18008420022784, 18008420022785, 18008420022786, 18008420022787, 18008420022788, 18008420022789, 18008420022790, 18008420022791, 18008420022792, 18008420022793, 18008420022794, 18008420022795, 18008420022796, 18008420022797, 18008420022798, 18008420022799, 18008420022800, 18008420022801, 18008420022802, 18008420022803, 18008420022804, 18008420022805.	120.00	6,000.00	
		COUNTRY OF Origin: China MANUFACTURED China 80%& above PRODUCTS ARE MADE OF PLASTIC AND ALLOY METAL PRICES ARE IN U.S. DOLLAR			
		Warranty: 90 Days			

**Warranty: 10 Days**

IN-DEPTH CASE STUDIES, INNOVATION SOLUTIONS (IQ), LEADERSHIP

Topic

100,000.00

**Authorization Statement**  
Title and risk of loss for the goods mentioned in this invoice pass to the Buyer upon receipt by Buyer of Buyer's payment in full. Buyer agrees to comply with all US and Canada Export laws, and all laws of the importing country. Previous credits can be held or diverted to any organization, association, or any end-user, whether your customer or your customer's customer ever are involved or engaged in activities related to nuclear / weapons / biological weapons or related technology or other activities related to the proliferation or weapons of mass destruction. All such end-users / applications require 22 CFR Part 126 Export Licenses (CPL's) from the US Department of Commerce. Payment by the Buyer constitutes the acceptance of the terms and conditions of this invoice which supersedes any inconsistent or additional terms or conditions previously proposed by either the Seller or the Buyer.

**RETURN CLAIMS:** Our Return Merchandise Agreement (RMA) gives you a maximum of 30 days (or less depending on policy, but no less than 10 days) within which to return an item. Failure to comply will automatically result and terminate Wunder's right to receive. The allowable time frame is valid from date of acceptance by ZCL Recovery. After 30 days, liability terminates (subject to loss or damage, or wrong item delivered). Any returns after this will be specified in subject to deliberation by ZCL—upon acceptance however, a restocking fee of 20% will be charged against the amount prior to return. ZCL will shoulder freight expenses for all returned merchandise. An RMA for return items will follow no vendor part# that which issued it.

FAX NO. : 18009631152

Oct. 20 2003 02:43PM P1

P-33

**Integrated Compusystems (HK), Ltd.**  
 1601-1603 Kinwick Centre,  
 32 Hollywood Road,  
 Central - Hong Kong  
 Ph: (852) 2815-4525

**Proforma Invoice**

Date	Number
10/21/03	1631

**Bill To**  
**COMPU AMERICA**  
**5741-A Buckingham Parkway**  
**Culver City CA 90230**  
**ATTENTION: RANDI PELED**

**Ship to**  
**COMPU AMERICA**  
**5741-A Buckingham Parkway**  
**Culver City CA 90230**  
**ATTENTION: RANDI PELED**

P. O. NUMBER	TERMS	SHIP DATE	VIA	Ex-Works
1020RPT	IN ADVANCE	ASAP	FEDEX	HK

Quantity	Item Code	Description	Price Each	Amount
10	J4858A	Procurve Gigabit SX-LC mini GBIC	\$ 150.00	\$ 1,500.00
10	J4859A	Procurve Gigabit LX-LC mini GBIC NEW	\$ 300.00	\$ 3,000.00
Account Name: Integrated Compusystems (HK), Ltd. Account Number: 511-8671 Bank Name: Hong Kong and Shanghai Banking Corporation Bank Address: Main Branch, 1 Queen's Road Central, Hong Kong Swift Code: HSBC HKHH HKH				

On behalf of Integrated Compusystems (HK) Ltd.

**TOTAL**

*Boots Carmona*  
 Authorized Signatory

Conformed

Please

is and risk of loss for the goods identified in this Sales Order pass to the Buyer upon receipt by Seller of Buyer's payment in full. The terms and conditions of this contract, including payment, delivery, and return of goods, shall be governed by this Sales Order. The terms and conditions of any previous sales agreement or contract between the parties, or any other document or correspondence, shall not be binding on either party unless specifically referred to in this Sales Order.

**PRICE CLAUSE:** Price and availability for items specified herein will remain valid within 48 hours from confirmation of this Proforma Invoice. Any price changes or cancellations must be submitted to us within 48 hours from confirmation hereof, otherwise, price and availability will be subject to our reconfirmation.

**CANCELLATION PENALTY CLAUSE:** A Penalty Fee equivalent to 10% of total will be charged when customer cancels Purchase Order prior to agreed upon date. The cancellation fee is deemed valid and enforceable upon confirmation of Pro-forma Invoice. Upon confirmation, PO becomes non-cancellable until specified ship date. If integrated Compusystems is unable to comply with ship date for reasons that are beyond its control, extension shall be subject to mutual agreement without any cancellation fees indicated herein.

## Integrated Compusystems (HK), Ltd.

1601-1603 Kinwick Centre,  
12 Hollywood Road,  
Central - Hong Kong  
Ph: (852) 2815-4525

## PROFORMA INVOICE

Date	Number
11/6/03	1671

**BILL TO**

COMPU AMERICA  
5741-A Buckingham Parkway  
Culver City CA 90230  
**ATTENTION: RANDI PELED**

**SHIP TO**

COMPU AMERICA  
5741-A Buckingham Parkway  
Culver City CA 90230  
**ATTENTION: RANDI PELED**

P. O. NUMBER	TERMS	SHIP DATE	VIA	Ex-Works
1105RP1	TT IN ADVANCE	ASAP	FEDEX	HK

Quantity	Item Code	Description	Price Each	Amount
10	J4858A	HP Procurve 1000BSX Mini GBIC	\$ 155.00	\$ 1,550.00
10	CAB-SS530MT	MALE DTE TO SMART SERIAL RS-530CABL CAB	\$ 15.00	\$ 150.00
4	CISCO 2621XM	MID PERFORMANCE DUAL 10/100 ETHERNET	\$ 1,670.00	\$ 6,680.00
Account Name: Integrated Compusystems (HK), Ltd. Account Number: 511-867145-838 Bank Name: Hong Kong and Shanghai Banking Corporation Bank Address: Main Branch, 1 Queens Road, Central Hong Kong Swift Code: HSBC HKHH HKH				

ENTERED

On behalf of Integrated Compusystems (HK) Ltd.

**TOTAL \$ 8,380.00**

Boots Carmona  
Authorized Signatory

Conforme:

RANDI PELED  
Please Sign Over Printed Name

The risk of loss for the goods identified in this Sales Order pass to the Buyer upon receipt by Seller of Buyer's payment in full. The internal laws of the State of California apply to this contract. Payment by the Buyer constitutes the acceptance of the terms and conditions of this Sales Order which supersede and negate any inconsistent or additional terms or conditions previously proposed by either the Buyer or the Seller.

**LIAISON CLAUSE:** Price and availability for items specified herein will remain valid within 48 hours from confirmation of this Proforma Invoice. Bank-validated wire confirmation needs to be submitted to us within 48 hours from confirmation hereof, otherwise, price and availability will be subject to our reconfirmation.

**ANCELLATION PENALTY CLAUSE:** A Penalty Fee equivalent to 10% of total will be charged when customer cancels Purchase Order prior to agreed upon ship date. Purchase order is deemed valid and enforceable upon confirmation of Pro-forma Invoice. Upon confirmation, PO becomes non-cancellable until specified ship date. In the event that Integrated Compusystems is unable to comply with ship date for reasons that are beyond its control, extension shall be subject to mutual agreement without reference to the penalty fees indicated herein.